



2009/2010 ANNUAL CONTRACT

Child's Name: _____ Child's Birth Date: _____ Child's Grade: _____

Daytime Phone: _____ Evening Phone: _____

Mother's Cell Phone: _____ Father's Cell Phone: _____

Date of Contract: _____ Your contract begins on _____ and ends on _____.

The total cost of your purchase on credit, including your down payment of \$ _____ (Initial Payment)
\$ _____ (Total Price)

Monthly Payment Schedule for Plex Afterschool Sports Academy:

(Friday) September 4	(Friday) October 2nd	(Friday) November 6
(Friday) December 4th	(Friday) March 5th	(Friday) April 2nd
(Monday) May 3rd	(Tuesday) June 1st	

Months Included: (Check all that apply)

- | | | | | |
|--|---|--|---|---|
| <input type="checkbox"/> \$88 August | <input type="checkbox"/> \$246: September | <input type="checkbox"/> \$246 October | <input type="checkbox"/> \$198 November | <input type="checkbox"/> \$143 December |
| <input type="checkbox"/> \$198 January | <input type="checkbox"/> \$224: February | <input type="checkbox"/> \$257 March | <input type="checkbox"/> \$191 April | <input type="checkbox"/> \$231 May |
| <input type="checkbox"/> \$44 June | | | | |

Your first payment will be due on the day of Registration for PASS 2009-10 School year. Under no circumstance are we responsible for any bank charges incurred by you as a result of this agreed upon drafted monthly payment. As well under no circumstances do we refund or prorate for missed days unless proper notification prior to the days missed.

You have agreed to: (check one)

- Pay Plex Indoor Sports, LLC (Plex) the Sports Academy fee of \$ _____ now, which is the CASH PRICE, or
- Pay to Plex Indoor Sports, LLC (Plex) the CASH PRICE in automatic draft credit card installments in accordance with the schedule in this agreement.

ADDITIONAL TERMS AND CONDITIONS: Additional terms and conditions printed on the reverse side of this contract and on the Afterschool Academy Contract Agreement are a part of this Contract. They bind you in the same way as if they were printed on the front of this Contract.

PROMISE TO PAY: You promise to pay the Total of Payments plus your Total Down payment according to your installment payment schedule shown above.

DEFAULT: You are in default if we do not receive an installment payment from you within 10 days after it is due

ACCELERATION OF PAYMENTS: If you have been in default for more than ten days for failure to make a required payment, we will give you written notice of such fact and your right to cure the default mailed to your last known address. If you fail to cure the

default within 20 days after such notice is given, we can demand immediate payment of the entire amount you owe. This includes all remaining monthly payments you must make. If you default a second time in making payments, we may exercise our rights without sending another notice.

You shall pay _____ payments of the **Monthly Amounts Listed Above** which are due on the dates listed above beginning _____, 2009

RIGHTS OF CANCELLATION: See the reverse side of this for an explanation of your rights to cancel this Contract.

NOTICE TO THE BUYER:

- (1) Do not sign this before you read it or if it contains any blank spaces.
- (2) You are entitled to an exact copy of the paper you sign.
- (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. Buyer acknowledges that he has read and received a completed copy of this contract with disclosures made in compliance with federal and state laws.

Buyer 1	Date
Buyer 2	Date
Plex Employee	Date

Buyer certifies that the information in the application portion above is true and complete and authorizes Plex to verify any information pertaining to Buyer's credit and financial responsibility that it deems necessary.

AUTOMATIC PAYMENT AUTHORIZATION

I, the above named member, authorize Plex Indoor Sports, LLC (Plex) to debit my payment by the method indicated below and post it to my account as payment for my PASS Monthly Fees. I understand that a \$30.00 charge will be assessed for all returned items. 30 day notice required to end this financial arrangement. This form of payment, if discontinued, does not release me from your payment obligation or contract agreement.

Dates to Draft from Credit Card: Corresponding to the days listed above
(dates and amount debited will depend upon the corresponding months chosen)

Credit Card Number: _____ Expiration Date: _____ 3 digit security code _____

Account Holder's Signature: _____ Date: _____



LOCATED IN THE VILLAGE AT SANDHILL
PLEXINDOORSports.COM . 803.360.7300

CUSTOMER'S RIGHT TO CANCELLATION

(a) You may cancel this PASS 2009-10 Contract Agreement by sending notice of your wish to cancel to the Plex before midnight of the third business day after you sign the PASS 2009-10 Contract Agreement. 'Business day' means Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail to the following: Plex Indoor Sports, 741 Fashion Drive, Columbia, SC 29229.

(b) In addition, you may cancel this PASS 2009-10 Contract Agreement with thirty days written notice to Plex. This notice must be sent certified mail to the following: Plex Indoor Sports, 741 Fashion Drive, Columbia, SC 29229.

The cancellation will take place no sooner than 30 days following the receipt of the cancellation notice by Plex. Within thirty days of receipt of this notice, the Plex shall return any evidence of indebtedness. If you use the Plex's facilities or services, Plex may charge you a reasonable fee based on days of actual use after the thirty day notice period.

(c) Plex reserves the right to refuse services or expel a child for any reason. If any child is expelled by Plex, this PASS 2009-10 Contract Agreement will be terminated as of the first day of the next month.

(d) In addition, you or your estate may also cancel this PASS 2009-10 Contract Agreement at any time by written notice to Plex at the above address if the following circumstances occur:

(1) The customer's death;

(2) Substantial physical disability certified by a physician, which makes it permanently impossible for the customer to use Plex's services;

(3) The customer's permanent relocation over fifty (50) miles distance from an outlet operated by Plex, if Plex is unable to arrange for the customer's use of another facility with equivalent major facilities and services. Plex may require presentation of information to substantiate that one of these circumstances has occurred. If the Sports Galore Camp Contract Agreement is cancelled because of disability, death or permanent change of residence, Plex shall return any note or other evidence of indebtedness and unearned prepayments as follows: for each month that the PASS 2009-10 Contract Agreement was in effect, Plex is entitled to the rate a month or a week which it would have been charged if the PASS 2009-10 Contract Agreement has initially been one for the number of months or the number of weeks for which the PASS 2009-10 Contract Agreement was actually in effect. The rate is to be determined from a fee schedule in effect on the date of the PASS 2009-10 Contract Agreement.

(e) The right of cancellation shall affect only the financial obligations under the PASS 2009-10 Contract Agreement and customer's right to use Plex's PASS 2009-10 services.

ADDITIONAL TERMS AND CONDITIONS

ALL QUALIFIED REFUNDS OF ANNUAL DUES WILL BE MADE ON A PRO-RATA BASIS. WE DO NOT ISSUE REFUNDS OR PRO-RATA BASIS FOR DAYS MISSED.

PARTIES: In this contract, the words you, your and yours mean all persons signing the Sports Galore Camp Contract Agreement as Buyer. The words we, us, our, Plex means PLEX Indoor Sports, LLC (Plex) or anyone to whom we may transfer this Contract.

INVALID PROVISIONS: If any part of this Contract is found to be invalid or unenforceable, the remainder of the contract will be valid and enforceable.

SIGNER OF AGREEMENT: You as Buyer state and agree that you have elected to purchase at the cash price.

BUYER'S RESPONSIBILITY: You shall notify us within a reasonable time after any change in your address. You shall send any notification to the address where you make your payments.

NO WAIVER OF RIGHTS: We do not waive our right to have future payments made when due if we accept a late or partial payment or delay the enforcement of our rights on any occasion.

TRANSFER OF THIS CONTRACT: Your membership is non-transferable. However, we have the right to transfer this Contract to anyone of our choice. If we do so, your obligation to such transferee or holder will continue in force.

ENTIRE CONTRACT: No oral promises, statements, warranties, or representations either expressed or implied are included in this contract or in addition or contrary to any written part or portion of this Contract. This Contract constitutes the entire agreement between Buyer and Plex.

ATTORNEY'S FEES AND COURT COSTS: If the Contract is given to any attorney for collection who is not a salaried employee of Plex, you agree to pay court costs allowed by law and reasonable attorney's fees, not in excess of 15% of the unpaid debt.

APPLICATION OF PAYMENTS: We will apply all payments received first to any installment due during the period in which it is received and then to delinquent installments and charges.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICATIONS ON THE BASIS OF SEX OR ANY MARITAL STATUS. THE FEDERAL AGENCY WHICH ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS HEALTH SPA AND ANY SALES FINANCE COMPANY ASSIGNEE IS THE FEDERAL TRADE COMMISSION, WASHINGTON, DC 20508